

**NORTHERN VIRGINIA
EMERGENCY SERVICES
MUTUAL RESPONSE AGREEMENT**

CITY OF ALEXANDRIA

CITY OF FAIRFAX

CITY OF MANASSAS

CITY OF MANASSAS PARK

COUNTY OF ARLINGTON

COUNTY OF FAIRFAX

COUNTY OF FAUQUIER

COUNTY OF LOUDOUN

COUNTY OF PRINCE WILLIAM

COUNTY OF STAFFORD

FORT BELVOIR

FORT MYER

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

January 2008

NORTHERN VIRGINIA EMERGENCY SERVICES MUTUAL RESPONSE

MEMORANDUM OF AGREEMENT

I. Purpose

This Memorandum of Agreement, hereafter known as the NOVA Agreement, is intended to update and reaffirm the provisions of the original emergency services Memorandum of Understanding, which was agreed to and signed by the parties on December 12, 1975.

II. Background

For more than 20 years, the Fire and Rescue Departments of the Northern Virginia region have displayed an unprecedented level of cooperation in providing emergency services to the citizens of our collective Northern Virginia community. The provisions of the original Memorandum of Understanding created a framework that has allowed our citizens to enjoy the benefits of a regional approach to the delivery of emergency services, using response protocols and operational procedures that are unencumbered by the boundaries of our respective political subdivisions. This system of automatic mutual response has proven to be invaluable, and this update is intended to perpetuate and strengthen this method of emergency service delivery within the region.

III. Parties to this Agreement

This NOVA Agreement is made for the purpose of continuing the mutual exchange of emergency services between the fire, rescue, and emergency medical service agencies of the northern Virginia jurisdictions that are signatories to this agreement. These parties recognize that within the geographic area of northern Virginia the organizational nature, authority, scope of service and operational capability of each fire, rescue and emergency medical service agency differs and as such, not every jurisdiction that is a party to this agreement can fully comply with

all provisions of this agreement. With this understanding, the parties to this agreement recognize two distinct types of jurisdictions as signatories:

Tier One (1) Jurisdictions

Tier One jurisdictions are those fire, rescue and emergency medical service agencies that are full service organizations with the operational capability and organizational authority to fully comply with all of the provisions of this agreement.

Tier Two (2) Jurisdictions

Tier Two jurisdictions are those fire, rescue and emergency medical service agencies that agree with the provisions of this agreement but are unable to fully comply with all of its provisions due to current limitations on operational capability and/or organizational authority. Tier two jurisdictions are willing to comply with all provisions currently within their organizational capability, engage in mutual response wherever and whenever appropriate and commit to continued improvement toward becoming a Tier 1 signatory to this agreement in the future.

The following jurisdictions are Tier One signatories to this agreement:

Arlington County, Virginia (Includes City of Falls Church)

City of Alexandria, Virginia

City of Fairfax, Virginia

Fairfax County, Virginia (Includes towns of Clifton, Herndon, and Vienna)

Metropolitan Washington Airports Authority

United States Army Base – Fort Belvoir

United States Army Base – Fort Myer

The following jurisdictions are Tier Two signatories to this agreement:

City of Manassas, Virginia

City of Manassas Park, Virginia

Fauquier County, Virginia

Loudoun County, Virginia

Prince William County, Virginia

Stafford County, Virginia

The Chief of Fire and Rescue, or other official as appropriate shall serve as the signatory to this agreement.

IV. Authority

This agreement is made in accordance with the provisions of Title 27. Chapter 1, Sections 27-1, 27-2, 27-3, and 27-4 of the 1954 Code of Virginia, as amended and 42 USC, Section 1856a.

V. Proviso

The parties to this NOVA Agreement concur with the following provisions specific to the exchange of mutual response emergency services:

A. For the purpose of this agreement, the Northern Virginia region is defined as the entire geographic land area within the political subdivisions of Arlington County, City of Alexandria, City of Fairfax, City of Falls Church, City of Manassas, City of Manassas Park, Fairfax County, Fauquier County, Fort Belvoir military base, Fort Myer military base, Loudoun County, Metropolitan Washington Airports Authority, Prince William County and Stafford County.

B. Emergency Services shall mean Fire Suppression, Emergency Medical, Hazardous Material, Technical Rescue, and/or other related types of emergency services. Other services not specifically named in this section may also be exchanged if mutually agreed upon by the parties to this agreement.

C. Each party agrees to participate in a mutual response system that, when needed or requested, will automatically dispatch the most appropriate response resource(s) available, to an incident location, without regard to jurisdictional boundary lines.

D. Each party to this agreement shall retain primary responsibility for determining the most appropriate response resources to be utilized within its jurisdiction, however; standardization for

common incident types is desirable. For service in geographic areas where mutual response is desirable, the responsible jurisdiction shall confer with the other jurisdiction(s) affected prior to implementing mutual response programming.

E. Each party's Public Safety Communications Center shall maintain direct links to the other communication centers within the Northern Virginia region. These communication centers shall serve as the primary source for a mutual response request. Requests for mutual response may be made by telephone, radio, or via computer network. Each Communication center shall also maintain records and reports of mutual response incidents, using their established procedures. Records, reports, and information concerning mutual response incidents shall be provided to the parties to this agreement, when requested through the appropriate method.

F. All tactical units and personnel responding to a mutual response incident shall operate in accordance with the NIMS Incident Command System and all established NOVA operational procedures. Incidents will be under the command of the first arriving officer on scene, regardless of jurisdiction, until command is assumed by an officer of appropriate rank.

G. Each party shall participate in the development and use of operational procedures to be used during mutual response incidents. These guidelines shall cover such areas as dispatch procedures, communications, apparatus response, tactical operations, medical control, EMS protocols, incident command, and incident reporting. These operational guidelines shall be reviewed by the NOVA Operations Chiefs on at least a three (3) year cycle and updated as necessary.

VI. Cost for Services

In general, a party to this agreement shall not be indebted to another party for the cost of any usual and customary emergency services rendered by that other party in accordance with the terms and conditions of this agreement. However, in the event of a specific incident where the responsible jurisdiction may be able to recover costs of mitigating an incident, the costs incurred by an assisting jurisdiction may be reimbursed to that jurisdiction if said costs are recovered from the party legally responsible for causing the incident or from an significant event that is

approved for cost reimbursement from state and/or federal disaster assistance funds (i.e. a declared emergency under the provisions of the federal Stafford Act).

This restriction on cost recovery for usual and customary emergency services does not apply to insurance billing for ambulance transport that may be practiced by a party to this agreement.

VII. Indemnity

A. All services performed and expenditures made under this agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by federal, state and local governments within its boundaries shall extend to its participation in rendering emergency services, in accordance with this agreement, outside of its boundaries.

B. Each party to this agreement shall waive any and all claims against all the other parties hereto, which may arise out of their activities outside their respective jurisdictions while rendering assistance under this agreement.

C. In providing for the exchange of Emergency Medical Services, each party agrees to acknowledge and accept the use of the pre-hospital medical protocols, procedures, and standards of care regularly employed by another party's EMS agency for use by said agency when providing patient care during a mutual response incident.

D. This NOVA Agreement is intended to work in concert with any other existing agreement(s) between the parties, which address issues relating to cooperation of emergency service agencies. Should the terms of this agreement conflict with similar provisions of another existing agreement between any of the parties, said parties agree to meet and confer to resolve the conflict between the agreements in question.

VIII. Modification and Termination of Agreement

A. This agreement may be modified at any time the parties deem it necessary. Suggested modifications to this agreement shall be developed in writing and distributed to each party for their review and comment. A modification to this agreement is approved or rejected by mutual consensus of the NOVA Fire Chiefs.

B. Any party may terminate their participation in this agreement by submitting written notice of their withdrawal to the other parties. This notice shall include the reason for their withdraw from this agreement. A termination notice shall be provided at least 90 days in advance of the effective date of such termination to provide time for any adjustments in response procedures that may be necessary.

IX. Date of Effectiveness

The terms and conditions of this agreement shall become effective on the date that the representatives of each jurisdiction sign this agreement. The provisions of this agreement shall remain in full force and effect until such time that this agreement is modified or terminated by the parties.

X. Signatures

For Arlington County Fire Department

James H. Schwartz
Fire Chief

Dated _____

For City of Alexandria Fire Department

Adam K. Thiel
Fire Chief

Dated _____

For the City of Fairfax Fire Department

Thomas W. Owens
Fire Chief

Dated _____

For the City of Manassas Fire Department

Roger Ward
Fire Chief

Dated _____

For the City of Manassas Park

John O'Neal
Fire Chief

Dated _____

For Fairfax County Fire and Rescue Department

Ronald L. Mastin
Fire Chief

Dated _____

For Fauquier County Department of Fire and Emergency Services

Philip Myer
Fire Chief

Dated _____

For Ft. Belvoir Fire Department

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Fire Chief

Dated _____

Commanding Officer

Dated _____

For Metropolitan Washington Airports Authority

Gary A. Mesaris
Fire Chief

Dated _____

For Loudoun County Department of Fire, Rescue and Emergency Management

Joseph E. Pozzo
Chief of Department

Dated _____

For Ft. Myer Fire Department

Michael J. Thayer
Fire Chief

Dated _____

Laura J. Richardson
Colonel, AV
Commanding
USAG Ft. Myer

Dated _____

For Prince William County Department of Fire and Rescue Services

Kevin McGee
Chief

Dated _____

For Stafford County Fire and Rescue Department

J. Robert Brown Jr.
Fire and Rescue Chief

Dated _____